

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Court File No.: 08-4683 (RHK/FLN)

Taron Colenburg,

Plaintiff,

v.

**ANSWER OF COUNTERCLAIM-
DEFENDANT**

STARCON International Inc.,

Defendant.

Counterclaim-Defendant Taron Colenburg (hereinafter "Colenburg"), for his Answer to the counterclaims, now answers the Defendant and Counterclaimant, STARCON, (hereinafter the "Counterclaimant"), as follows:

COUNTERCLAIM

1. Colenburg admits the allegations in paragraph 1.
2. Colenburg admits the allegations in paragraph 2.

THE PARTIES

3. Colenburg admits the allegations in paragraph 3.
4. Colenburg admits the allegations in paragraph 4.
5. Colenburg admits the allegations in paragraph 5.

FACTS UNDERLYING COUNTERCLAIMS

6. As to paragraph 6, Colenburg admits that he was hired by STARCON in or around November 2005 but denies the remaining allegations.

7. As to paragraph 7, Colenburg admits that he relocated to Minnesota to work at the Marathon refinery site in St. Paul Park, Minnesota but denies the remaining allegations.

8. Colenburg admits the allegations of paragraph 8.

9. Colenburg admits the allegations of paragraph 9 to the extent that Counterclaimant cites language from its Agreement.

10. Colenburg admits the allegations of paragraph 10 to the extent that Counterclaimant cites language from its Agreement.

11. As to paragraph 11, Hernandez admits that he received payment in connection to his relocation but has insufficient information to admit or deny the remaining allegations.

12. Colenburg denies the allegations of paragraph 12.

13. Colenburg denies the allegations of paragraph 13.

COUNT I – UNJUST ENRICHMENT

14. Colenburg restates, realleges and incorporates herein by reference each of the foregoing paragraphs.

15. Colenburg denies the allegations in paragraph 15.

16. Colenburg denies the allegations in paragraph 16.

17. Colenburg denies the allegations in paragraph 17.

COUNT II – BREACH OF CONTRACT CONTAINING A CONFESSION OF JUDGMENT CLAUSE

18. Colenburg restates, realleges and incorporates herein by reference each of the foregoing paragraphs.

19. Colenburg denies the allegations in paragraph 19.

- 20. Colenburg denies the allegations in paragraph 20.
- 21. Colenburg denies the allegations in paragraph 21.
- 22. Colenburg denies the allegations in paragraph 22.
- 23. Colenburg denies the allegations in paragraph 23.

AS AND FOR ITS ADDITIONAL DEFENSES, COLENBURG ALLEGES AS FOLLOWS:

FIRST DEFENSE

The Counterclaimant fails, in whole or in part, to state a claim against Colenburg upon which relief can be granted.

SECOND DEFENSE

The Counterclaimant's claims are barred, in whole or in part, by the applicable statutes of limitation.

THIRD DEFENSE

The Counterclaimant's claims are barred, in whole or in part, by reason of its own acts, omissions, mistake, fraud, knowledge, statements, conduct or misconduct, which caused or contributed to any damages or injuries alleged in its Counterclaims.

FOURTH DEFENSE

The Counterclaimant's claims are barred, in whole or in part, by reason of its own acts, which altered essential expressed or implied terms of the Agreement.

FIFTH DEFENSE

The terms of the Agreement are vague and overbroad and do not reasonably anticipate a change in conditions that affect essential terms and conditions of employment.

SIXTH DEFENSE

The Counterclaimant's claims are barred, in whole or in part, by the doctrines of waiver, laches, unclean hands, and/or estoppel.

SEVENTH DEFENSE

Colenburg acted reasonably and in good faith at all times herein and based on all relevant facts and circumstances known by him at the time he so acted.

EIGHTH DEFENSE

The Counterclaimant's claims are barred, in whole or in part, by the doctrine of unconscionability.

NINETH DEFENSE

Colenburg presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unknown, defenses. Colenburg reserves herein the right to assert additional defenses in the event discovery indicates it would be appropriate.

WHEREFORE, Colenburg prays for a decision/judgment as follows:

1. That Counterclaimant takes nothing by this action;
2. That Colenburg be awarded its costs of suit, including reasonable attorneys fees; and
3. For such other and further relief as the court may deem just and proper.

Colenburg reserves the right to amend this Answer to the Counterclaim as additional information is obtained and as circumstances warrant.

Dated: August 7, 2008

HALUNEN & ASSOCIATES

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